

LICENSE AND NOTICE FOR THIRD PARTY HEALTH APP REVIEW

In compliance with applicable laws, VillageCare (“we”, “us”, “our”) reviews third party health apps selected and approved by our members to receive their health information under 45 C.F.R. § 422.119. “You” and “your” in this License and Notice refer to the developer of a third party health app (your “App”) that agrees and consents to this License and Notice.

LICENSE. By submitting your App to VillageCare for review, you agree that VillageCare may initially and continuously connect to, review, and analyze your App to (1) determine whether your App would present an unacceptable level of risk to the security of protected health information on VillageCare’s information systems, and (2) comply with our member’s connection and health information transfer request (collectively, the “Purpose”). During all times that any VillageCare member is using your App to connect to VillageCare systems, you hereby specifically grant VillageCare and our personnel a nonexclusive, royalty-free license to use, operate, run and reproduce for all activities relating to the Purpose any and all software code and accompanying documentation for your App (including all modifications and updates thereto) that you make available to or connect with VillageCare. VillageCare recognizes that you retain all ownership of your App.

SECURITY INFORMATION. You agree to provide complete and accurate responses to all information requests from VillageCare that relate to the Purpose. You acknowledge that your failure to provide all requested information may impact VillageCare’s ability to complete our security review, and you therefore agree that if you fail to provide requested information, VillageCare may deny approval for your App in accordance with applicable law. VillageCare shall have no liability or responsibility to you or any other party for connection denials consistent with applicable law.

MEMBER EDUCATION; PRIVACY ATTESTATION. VillageCare may, in accordance with applicable law, request that you provide an attestation regarding your privacy practices relating to the App. You agree that VillageCare may, but is not required to, (a) verify the information that you provide against publicly available information, (b) summarize important information about your App and policies for our members, and (c) inform the member of any failure to provide the requested attestation and advise members to reconsider using your App or to use caution.

NO GUARANTEE. Review of the App by VillageCare and provision of all requested information do not guarantee that the App will pass security requirements. VillageCare reserves all its rights under applicable law to deny access to the App upon any determination at any time that providing API access to the app would present an unacceptable level of risk to the security of protected health information on VillageCare’s systems.

SUSPENSION. If VillageCare determines that maintaining a connection to the App presents an unacceptable level of security risk, then we may automatically and without notice to you or anyone discontinue the App’s connection to our systems, without any liability or responsibility to you or any other party. We will comply with applicable law in determining whether and when the App may be reconnected.

IP INDEMNITY. You shall indemnify, defend and hold harmless VillageCare, our directors, officers, employees, staff and contractors from and against any and all claims, damages, liabilities and expenses (including reasonable attorney's fees) relating to or based on any allegations that VillageCare's activities involving your App that are consistent with this License and Notice infringe, violate, or misappropriate any party's intellectual property rights.

NO VILLAGECARE LIABILITY; DISCLAIMERS. VILLAGECARE CANNOT GUARANTEE THAT YOUR APP WILL PASS OUR SECURITY REVIEW OR BE MADE AVAILABLE TO MEMBERS. YOU AGREE THAT VILLAGECARE SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY FOR DENYING ACCESS OR CONNECTION REQUESTS TO YOUR APP. YOUR SOLE AND EXCLUSIVE REMEDY FOR OUR DENIAL IS RECONSIDERATION OF YOUR APP AFTER YOU RECTIFY SECURITY ISSUES IDENTIFIED BY VILLAGECARE THAT RESULTED IN OUR DENIAL UNDER 45 C.F.R. § 422.119. VILLAGECARE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OUR REVIEW OF OR CONNECTION TO YOUR APP, INCLUDING ANY LOST PROFITS, WHETHER ARISING FROM OR BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, TORTIOUS INTERFERENCE, RESTRAINT OF TRADE, OR INTERFERENCE WITH BUSINESS RELATIONSHIPS), BREACH OF STATUTORY OR REGULATORY DUTY, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION.

GOVERNING LAW. This License and Notice shall be governed by the laws of the State of New York without regard to conflict of laws rules, and all claims hereunder shall be exclusively brought and heard in courts seated in or having jurisdiction over New York County in the State of New York.

TERMINATION. You may terminate this License and Notice at any time, but only by making your App unavailable for use by any VillageCare members and disconnecting the App from all VillageCare systems.

AMENDMENT. This License and Notice may only be modified or amended in a writing signed by both parties.

By submitting your App for review and connection, you agree to this License and Disclaimer in its entirety.